

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

DIANNA STRINGHAM,)	
)	
Plaintiff,)	
)	
vs.)	Cause No. 1:22-cv-00817-TWP-MG
)	
CARMEL CLAY SCHOOLS; and)	
BOARD OF SCHOOL TRUSTEES)	
OF CARMEL CLAY SCHOOLS,)	
)	
Defendants.)	

PLAINTIFF'S PRELIMINARY WITNESS AND EXHIBIT LISTS

Plaintiff Dianna Stringham, by counsel, for her Preliminary Witness and Exhibit Lists, states as follows:

Preliminary Witness List

1. Dianna Stringham;
2. Missy Stringham;
3. Katie Browning;
4. Louise Jackson;
5. Jennifer Nelson-Williams;
6. Layla Spanenberg;
7. Mike Kerschner;
8. Rachel Cole;
9. Maureen Borto;
10. Dr. Thomas Harmas;
11. Dr. Thomas Oestreich;
12. Dr. Michael Beresford;

13. Abby Cartwright;
14. Leianda Weimer;
15. Dr. Chalmer Thompson;
16. Sui “Sunny” Lau;
17. Representative(s) from Carmel Clay Schools;
18. Any and all witnesses named by the Defendants;
19. Any and all witnesses identified during the course of these proceedings;
20. Any and all persons named in any expert report or disclosure;
21. Any and all persons needed to authenticate any documents;
22. Any and all persons needed to prove damages, including emotional distress damages;
23. Any and all persons identified in any discovery or documents produced in this matter;
24. Any person, whether designated or not, for the purpose of providing rebuttal evidence;
25. All persons deposed prior to trial; and
26. Any person, whether designated or not, for the purpose of providing impeachment evidence.

As discovery is on-going, Mrs. Stringham reserves the right to amend, modify and/or add to this witness list.

Preliminary Exhibit List

1. Mrs. Stringham’s personnel file at Carmel Clay Schools;
2. Any and all documents related to Mrs. Stringham’s charge with the Equal Employment Opportunity Commission, Charge No. 470-2022-01401;
3. Any and all documents related to Mrs. Stringham’s terms and conditions of employment with Carmel Clay Schools, including, but not limited to employment agreements, employee handbooks, personnel policies, and policy handbooks;
4. Any and all documents relating to Mrs. Stringham’s time and payroll records;

5. Any and all documents relating to Mrs. Stringham's performance as a Carmel Clay Schools employee, including but not limited to any performance appraisals, attendance records, promotion(s), discipline, or requests for leave;
6. Any and all documents relating to Mrs. Stringham's compensation and benefits from January 2014 up to and including the present, including documents relating to any pay raises and any payment(s) given or otherwise delivered to Mrs. Stringham;
7. Any and all documents relating to Carmel Clay Schools' internal grievance procedures for employees;
8. Any and all documents relating to any and all investigations performed relating to Mrs. Stringham;
9. Any and all documents relating to job descriptions for each of Mrs. Stringham's positions she held with Carmel Clay Schools;
10. Any and all communications between and among Carmel Clay Schools, including all employees or agents of Carmel Clay Schools, and third parties relating to Mrs. Stringham;
11. Communications to, from, between and/or among Ms. Katie Browning relating to Mrs. Stringham;
12. Communications to, from, between and/or among Ms. Louise Jackson relating to Mrs. Stringham;
13. Communications to, from, between and/or among Ms. Jennifer Nelson-Williams relating to Mrs. Stringham;
14. Communications to, from, between and/or among Mr. Mike Kerschner relating to Mrs. Stringham;
15. Communications to, from, between and/or among Ms. Rachel Cole relating to Mrs. Stringham;
16. Communications to, from, between and/or among Ms. Maureen Borto relating to Mrs. Stringham;
17. Communications to, from, between and/or among Dr. Thomas Harmas relating to Mrs. Stringham;
18. Communications to, from, between and/or among Dr. Thomas Oestreich relating to Mrs. Stringham;
19. Communications to, from, between and/or among Dr. Michael Beresford relating to Mrs. Stringham;

20. Communications to, from, between and/or among Ms. Abby Cartwright relating to Mrs. Stringham;
21. Communications to, from, between and/or among Leianda Weimer relating to Mrs. Stringham;
22. Communications to, from, between and/or among Dr. Chalmer Thompson relating to Mrs. Stringham;
23. Communications to, from, between and/or among Sui “Sunny” Lau relating to Mrs. Stringham;
24. Any and all communications between and among Mrs. Stringham and all other current and former employees of Carmel Clay Schools;
25. Any and all pleadings in this action;
26. Any and all discovery responses in this action;
27. Any and all documents necessary to prove damages, including emotional distress damages;
28. Any and all depositions, including exhibits, taken in this action;
29. Any and all documents produced in response to discovery;
30. Any and all documents listed on Defendants’ preliminary or final exhibit lists;
31. All documents and things which may be used for demonstrative purposes;
32. All documents and things which may be used for the purposes of impeachment or rebuttal of witnesses; and
33. Any other documents or exhibits which may be discovered pursuant to continuing discovery.

As discovery is on-going, Mrs. Stringham reserves the right to amend, modify and/or add to this exhibit list.

Respectfully submitted,

s/ Chad H. Holler

Sandra L. Blevins, Atty. No. 19646-49

Jamie A. Maddox, Atty. No. 26522-49

Chad H. Holler, Atty. No. 35253-49

Attorneys for Plaintiff Dianna Stringham

CERTIFICATE OF SERVICE

I hereby certify that on September 2, 2022, a copy of the foregoing was served by electronic filing. Notice of this filing will be sent to all parties of record by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

s/ Chad H. Holler

Chad H. Holler

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